



Preservation Hall Rental Facility Terms of Use

Rental Fees

One Day Rental Rate: \$300.00 + 7 % sales tax (\$321.00) per day for in-town residents

\$375.00 + 7 % sales tax (\$401.25) per day for out-of-town residents

Extended Rental Rate: \$450.00 + 7% sales tax (\$481.50) for in-town residents

\$562.50 + 7% sales tax (\$601.88) for out-of-town residents

Reservations

The Town of Newburgh requires a signed Terms of Use and full rental fee 14 days from the reservation date.

The Town of Newburgh reserves the right to cancel an event if the signed Terms of Use and rental fee is not received within 14 days from the reservation date.

Rental reservations are made through Town Hall at 812-853-1720.

Cash or checks are accepted. No Credit Cards.

Damage Deposit

A damage deposit of \$200.00 is required for all rental events at Preservation Hall. The damage deposit is not liquidated damages and the Renter's liability for damages is not limited to \$200.00.

The Renter agrees to assume financial responsibility for any damage to the facility or loss, including theft of objects or property belonging to the Town of Newburgh, and for any personal injury incurred on the premises, caused in whole or in part by any act or omission of the Renter and/or its guests, invitees or agents.

The damage deposit will be retained if a disturbance should occur during the use of the building and adjoining property which would result in the intervention of the Police Department, Town Hall, Parks Board or any other public agency.

The damage deposit will be refunded to the Renter within thirty (30) business days after the event provided no damage occurred, no excessive clean-up was required, the Renter and the Renter's guests adhered to all the terms of use and the rental keys were returned. The Town of Newburgh has sole discretion to partially or completely retain the damage deposit.

Insurance

The Renter shall file with the Town of Newburgh a certificate of insurance naming Town of Newburgh as additional insured for the time period of the event. Failure to provide proper documentation can result in the cancellation of the event by the Town of Newburgh.

The Town of Newburgh requires that the Renter hold \$1,000,000.00 in general liability insurance coverage.

Indemnification

The Renter agrees to indemnify and hold harmless the Town of Indiana, its employees, agents, vendors, and subcontractors, against any and all losses, claims, actions, suits, costs, damages and liabilities arising from the act or omission of the Renter or Renter's employees, agents, vendors, subcontractors, and event guests, or from the use of the facility, except that which results from gross negligence or willful misconduct of Town of Newburgh, its employees, vendors, agents or subcontractors.

Permits

The Renter is responsible for obtaining and paying for any special licenses, fees or permits required for lawful use of the facility.

If serving beer or wine at the event, the Renter must obtain a Temporary Beer and Wine Permit from the State of Indiana.

Instructions and permit application can be found at: <http://www.in.gov/atc/2409.htm>

If serving liquor, you must have a licensed alcoholic beverage caterer.

No person under the age of 21 years shall possess or consume alcohol on the premises.

Cancellation

If the Renter cancels an event more than 30 days prior to the event the rental fee will be refunded in full.

If the Renter cancels an event less than 30 days prior to the event the rental fee will be refunded minus a \$30.00 administration fee.

The Town of Newburgh may cancel an event if the property has become unsafe or unsuitable for use due to natural disasters or conditions beyond our control.

In such conditions, at the Renter's option, the event may be rescheduled on a mutually acceptable date. If a date cannot be established or if the Renter opts not to reschedule, The Town of Newburgh will refund all payments received.

Force Majeure: Performance of this Agreement is subject to acts of GOD, war, government regulation (including governmental advisories, quarantines and curfews), disaster, fire, terrorism or any other extraordinary occurrence taking place which would make it impossible or inadvisable for the parties to perform their obligations under this Agreement.

Key Pickup

For weekday rentals, the rental keys can be picked up at the office of the Clerk-Treasurer at Town Hall between 9:00 a.m. – 2:00 p.m.

For weekend rentals the rental keys can be picked up at the office of the Clerk-Treasurer at Town Hall on Friday between 9:00 a.m. – 2:00 p.m.

Rental keys must be returned the day after the event. For events on Fridays and Saturdays, rental keys must be returned on Monday. Keys can be returned to the Clerk-Treasurers Office or can be dropped in the Utility Payment Drop Box.

Failure to return keys in the appropriate time frame will result in loss of the damage deposit.

Facility Access

One Day Rental

- Access to the facility with a one day rental is at 10:30 a.m. on the day of the rental.
- You must be out of the facility by 3:00 a.m. the following morning.
- At 3:00 a.m. all persons, decorations, food, and any personal items must be out of the facility. Anything left in Preservation Hall will become property of the Town of Newburgh and at the discretion of the Town Manager, the deposit could be forfeited.

Extended Rental

- Access to the facility with the extended rental is 2:00 p.m. the day before the event and must be out of the facility by 3:00 a.m.
- Access to the facility on the day of the event is 7:00 a.m. and must be out of the facility by 3:00 a.m.
- Access to the facility will be granted the day after the event from 8:00 a.m. – 1:00 p.m. Anything left in Preservation Hall will become property of the Town of Newburgh and at the discretion of the Town Manager, the deposit could be forfeited.

Going in before the allowed access or staying past the allowed access will result in losing the damage deposit.

Guests may enter using either the back door or the front door of the building.

Newburgh Museum is also located within Preservation Hall. They are open on Fridays and Saturdays from 11:00 a.m. to 3:00 p.m.

Decorations

All decorations must be provided by the Renter, or their contractor; no materials will be provided by the Town of Newburgh. (Exception: Newburgh Museum installs holiday décor that must remain in place).

Nails, pins, wire, tape or other adhesive may not be used to apply decorations to any building surface. Cost of repair or cleaning or any marks or damages to the facility as a result of Renter's decoration will be deducted from the Renter's damage deposit.

Candles are strictly prohibited. Battery operated candles are acceptable.

Smoke effects, explosives or pyrotechnics (including sparklers), confetti, glitter, rice, birdseed, straw/hay and silly string are prohibited inside and on the grounds of Town of Newburgh. Bubbles may only be used outside and are strictly prohibited inside the building.

Live animals, except for service animals, may not be brought on the premises.

The Town of Newburgh is not responsible for any decorative items left on site after an event.

Features

- Certified occupancy of 257
- 1,900 square feet of space
- Cork floors
- 16.5 foot ceilings
- Twelve (12) oval 60" x 66" tables
- Four (4) rectangular 30" x 60" tables
- Four (4) rectangular 8' folding tables
- 125 chairs
- Completely ADA accessible
- Caterers Kitchen
 - Scotsman Ice Machine (Stores 28 lbs. of ice)
 - Stainless steel compartment, rinsing and hand sinks
 - Stainless steel work tables
 - Two 1.2 cubic foot commercial microwave ovens (accommodates 13" platters)
 - True 6.5 cubic foot freezer
 - True 23 cubic foot refrigerator
 - Two (2) stainless steel transporting caterers carts
 - 300 lb. capacity
 - Overall size: 18" W / 31" L / 33" H
 - Metro holding/proofing cabinet:
 - Proofing module provides humidity and heat for yeast products
 - Holding module circulates heated air inside the cabinet to keep prepared food hot.
 - Dimensions:

Height	69 ¾"
Width	25 ¼"
Length	32"
Inside Height	53 ¾"

Tables and Chairs that are not used for the event may be stored downstairs under the stairwell. All tables and chairs stored downstairs must be brought back upstairs. Failure to do so will result in a forfeit of the deposit.

Cleaning

Floors swept clean. Please mop all spills immediately (mop located in the kitchen).

Food removed from refrigerator and freezer and spills cleaned.

Microwaves and warming unit cleaned and wiped out.

Trash placed in receptacles in rear hall.

Tables and chairs are all upstairs and cleaned and wiped off.

Restrooms picked up.

Facility returned to the Town in the same condition Renter received it.

Cleaning supplies, trash bags, paper towels and toilet tissue are located in the kitchen

Services

The Town of Newburgh provides cleaning and maintenance services prior to and after the event in public spaces, restrooms and reserved event space. The Town of Newburgh may assess the Renter additional fees or hold the damage deposit should the premises require excessive post-event cleaning.

The Town of Newburgh does NOT provide linens, glassware, tableware, flatware, cutlery, or paper products.

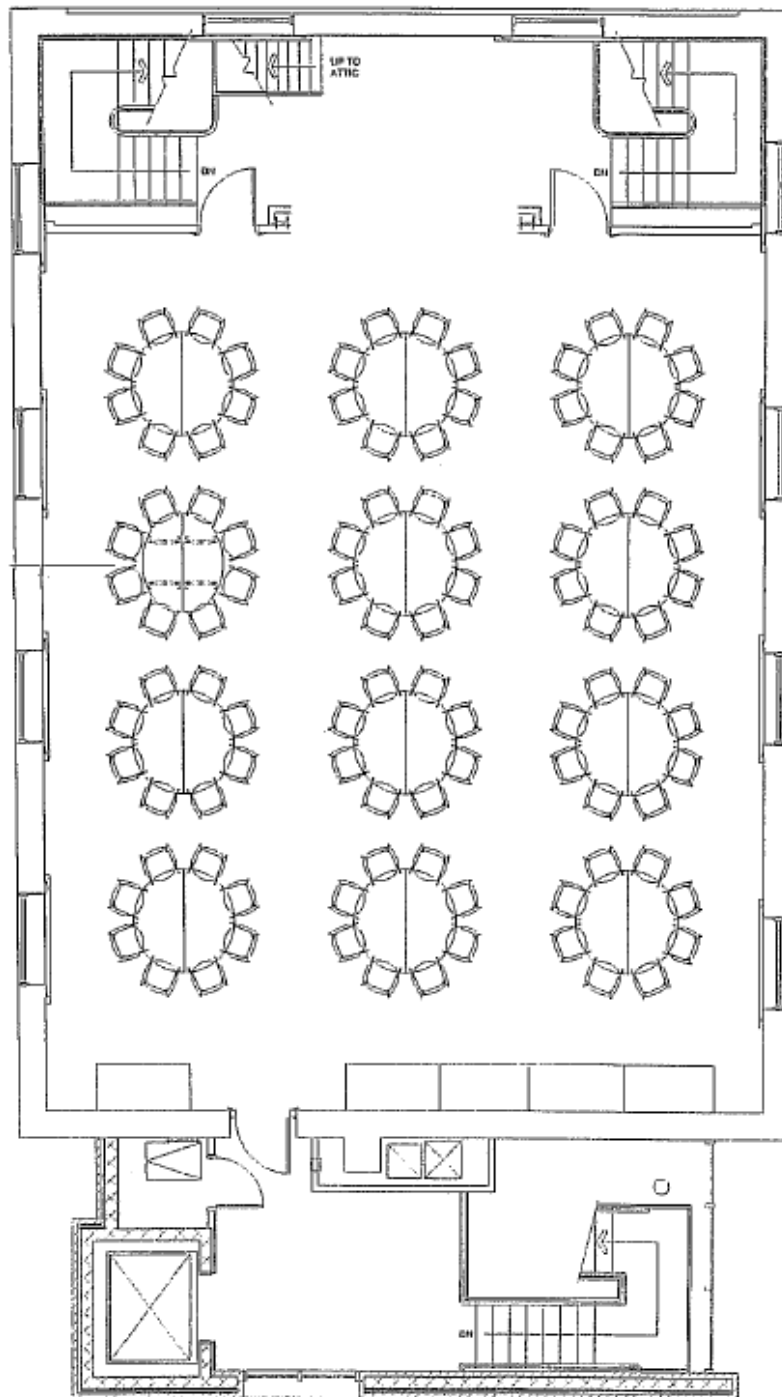
Parking at Preservation Hall is limited but available in the public parking lot adjacent to the building. On-Street parking is allowed. If additional parking is needed you can call Newburgh Elementary School and request a permit to use their parking lot. Newburgh Elementary School can be reached at 812-853-8921.

Smoking

Preservation Hall is a smoke-free facility. Smoking is prohibited both inside and on the grounds.

Emergency Contact Information

Town Hall	Monday – Friday 8:00 a.m. to 4:30 p.m.	812-853-1720
Gerald Bowser	After Hours, Maintenance	812-480-0096
Andrea Balboni	Administrative Assistant	812-202-3103



Your authorized signature below signifies that you have read and understand all of the foregoing terms and conditions and agree to abide by them.

Date of Use	Type of Function	Estimated Number Attending
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Renter's Name

Company or Organization (if applicable)

Renter's Phone Number	Renter's Email Address
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Authorized Signature

Date
